



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Cody VanDorn, Department Administrator

REQUEST FOR PROPOSAL PS- #1177 PARKS RESERVATION SYSTEM

May 9, 2012

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for a Parks reservation System.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit four (4) hard copies and one (1) electronic copy (on CD) of your proposal on May 31, 2012 by 3:00 p.m. to:

County of San Luis Obispo
Phill Haley, GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Larry Iaquinto at (805) 781-5209.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Larry Iaquinto at: liaquinto@co.slo.ca.us. All questions will receive a response within 3 (three) business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

Phill Haley
Buyer II- GSA Purchasing
phaley@co.slo.ca.us

PARKS RESERVATION SYSTEM**LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

PARKS RESERVATION SYSTEM**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of four (4) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on May 31, 2012. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Phill Haley
Telephone: (805) 781-5904
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for (180) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
12. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample

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contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found on page 27, item 15.

13. Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase “**Proprietary Information Included**”. This can be hand written or printed on the CD label.

PARKS RESERVATION SYSTEM**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Project Scope.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$ 500,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
 - c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
 - d. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be

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asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

PARKS RESERVATION SYSTEM**PROJECT SCOPE****1. GENERAL INFORMATION**

The County of San Luis Obispo is soliciting responses to this Request for Proposal (RFP) to select a vendor that will supply an integrated 100% web based reservation system to process reservations, point of sales transactions, cash management for campgrounds, recreational day use areas, and facilities that are managed by the Parks Division. Currently there are multiple systems utilized to coordinate these reservation activities. The existing systems are both antiquated and cumbersome to the users and have exceeded their useful lifespan.

As a result, the County desires to implement one system that will process all facets of the reservation needs for the Parks Division, creating an environment that is user friendly for the customers and staff, as well as capable of achieving important tasks associated with managing a comprehensive registration system.

The County Parks Division of General Services (hereafter referred to as Parks Division, or Parks) operates 29 different facilities that collect over 3.5 million dollars annually, and tracks and processes over 200 different associated fee categories. The Parks Division is responsible for five parks that include campgrounds with day use areas and other amenities that can be reserved. There are also other parks and multiple facilities that offer various recreational classes and different types of activities that require reservations.

This system will be required to

- Manage reservations for campgrounds, day use areas, facilities, and other related sites;
- Manage point-of-sales (POS) transactions, cash management, reconciliation and several other financial transactions and activities;
- Provide the tools and features that the Parks Division identify are necessary for reservation system related management and accounting;
- Provide a user friendly system that is intuitive for the customers, reservation staff, and financial professionals.

A list of features and requirements are provided within this document for prospective vendor's response. The county is interested in a system that is maintained by the vendor for a reasonable annual fixed fee which is not based on a percentage of sales. The County is currently using Microsoft Office 2010 via desktop PC's that will be utilized to access the World Wide Web (Internet) and operate the reservation system. The successful bidder must provide a 100% web based system that will effectively and efficiently operate using current browsers (i.e. Microsoft Internet Explorer, Mozilla Firefox, and Google Chrome).

PARKS RESERVATION SYSTEM**2. GENERAL INSTRUCTIONS**

Vendors should read carefully the information contained herein and submit a complete response to all requirements and questions as directed. Any questions concerning the content of the proposal should be sent via email to liaquinto@co.slo.ca.us with the flag of "**PARKS RESERVATIONS PROJECT**" in the Subject Line of the message.

Vendor's responses to this Request for Proposal (RFP) will become part of the Agreement. Price quotations and other time dependent information contained in the response shall remain firm for a minimum of one-hundred and eighty days (180) from the date the proposal response is received.

All costs associated with the development of the Vendor's proposal, Vendor presentations and/or demonstrations, travel, or any other costs or expenses incurred prior to awarding a contract are at the expense of the proposing Vendor and will not be reimbursed by the County.

The proposal should be prepared simply and economically, providing a straightforward, concise description of Vendor's ability to meet the requirements of the RFP, including the time commitment and expected cost details for the project. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of San Luis Obispo County's needs as presented in this RFP (see Section 5, Vendor Selection Process). Vendor's proposals should contain only information that directly responds to the proposal.

Proposals should expressly state the offer, including a work plan, budget, key staff qualifications, and a project timeline which the Vendor proposes using to meeting the requirements contained within this RFP. Proposals will remain in effect through the duration of the contract. In addition, all information presented in your proposal will be considered binding when a contract is developed (unless otherwise modified and agreed to by the County during subsequent negotiations).

The required written and electronic copies of the proposal must be submitted via mail, recognized carrier, or hand delivered. Facsimile ("FAX") proposals or E-mail proposals are not acceptable as a replacement for delivering the required printed copies in response to this Request for Proposal.

BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT VENDORS READ THE COUNTY INSURANCE REQUIREMENTS OUTLINED IN THE ATTACHED SAMPLE CONTRACT. The selected Vendor will be asked to provide evidence that County insurance requirements have been met. **See Appendix A – Sample County Contract.**

RFP responses and supporting documentation will become the property of San Luis Obispo County and will not be returned. San Luis Obispo County reserves the right to copy the materials for evaluation purposes.

3 TENTATIVE SCHEDULE OF EVENTS

The following timetable is provided to assist Vendors in responding to this RFP:

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Table 1 — Tentative Schedule of Events

Date	Event
May, 09, 2012	RFP Release Date.
May 23, 2012	E-mail Q&A window closes 4:00 P.M. PDT (no more questions).
May 31, 2012	Proposals Due (4:00 P.M.).
June 13, 2012	Vendor Presentations (Finalists only).*
June 20, 2012	Final Selection.
July 18, 2012	Contract Awarded.
July 25, 2012	Work to begin.

***Note:** Vendor presentations are an integral part of the selection process. Firms that cannot demonstrate their solution for the required system during the dates prescribed by the County may be eliminated at the discretion of the County and other participants advanced. Scripts will be distributed to firms that have been selected for presentations approximately two weeks in advance of the presentations.

4 VENDOR SELECTION PROCESS

The County will evaluate proposals using the process and criteria described below. Proposals that are late, that do not comply with proposal instructions or those that take exceptions to mandatory requirements will be eliminated without further consideration.

Proposals from Vendors who are on a State or Federal Barment list will not be considered.

All other proposals conforming to RFP submittal requirements will be given a thorough and objective review based on the following criteria (not listed in order of importance) :

Table 2 — Vendor Evaluation Criteria

Item	Description
1.	Overall responsiveness, quality, attention to detail, and general understanding of RFP requirements.
2.	Ability to provide credible and demonstrable evidence of understanding the system requirements and underlying business goals.
3.	Ability to provide an established, operable reservation system currently in-use meeting the criteria outlined in this RFP.
4.	References showing demonstrated success with work similar to that outlined in this RFP.
5.	Amount, type, and scale of work with local, state or federal government agencies in supplying, configuring and maintaining similar systems.
6.	Project management skills relating to system installation, configuration, and data migration and transition implementation from old to new system.

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Item	Description
7.	Local Preference Questionnaire response.
8.	An evaluation of company background – the County may request further information regarding the financial stability of the Vendor.
9.	A consideration of the value offered in the proposal including overall cost.
10.	Assessment of impact to the project based on any Vendor stated clarifications, exceptions or deviations in response to this RFP.
11.	Innovation and creativity regarding suggestions on best methods to facilitate the project making efficient use of County internal expertise, risk avoidance, and maximizing project success.
12.	An evaluation of completed Request for Proposals and other responses needed as detailed in section 11 – Proposal Submission Content and Format.
13.	An evaluation of scripted presentations (finalist candidates only).
14.	Any other criteria the County deems to be appropriate.

5.1 EVALUATION AND VENDOR NOTIFICATION

The County, through an impartial process conducted by a selection committee, will thoroughly review and evaluate the responses to this RFP. The evaluations will be based upon, but not necessarily limited to, the criteria summarized in **Table 2 — Vendor Evaluation Criteria**. It is expected that the RFP evaluation process will result in the selection of a small number of final candidates. At this stage, all Vendors will be notified whether they were successful or not in achieving the final short-list. The County will notify Vendors in writing regarding their status after the evaluation and selection stages. The County is under no obligation to explain why a Vendor was or was not selected as a finalist and the County reserves the right to go back and negotiate with any Vendor at any time.

Short-listed candidates will be required to attend meetings with County personnel for further assessment. The meetings will consist of formal presentations by the Vendor and scripted system demonstrations that will be used to evaluate system functionality. The topics and format of these meetings will be provided to finalists. Failure to attend or comply with the presentation schedule, once arranged, may result in disqualification of the Vendor.

Following the vendor presentations, the selection committee will undergo a final evaluation process and will recommend a Vendor to the project Steering Committee. Upon ratification, the project team will notify the finalists as to the outcome.

5.2 NEGOTIATIONS

Upon the conclusion of the finalist process, the County may, at its sole option, reject any and all proposals for any reason, or enter into contract negotiations with the selected finalist.

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Negotiations shall then be conducted with the selected Vendor. Price shall be considered, but need not be the sole determining factor. Should the County determine in its sole discretion that one Vendor is highly qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor without any further evaluation. The County of San Luis Obispo is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous. The sample contract attached to this RFP as **Appendix A** is for reference to the anticipated terms and conditions governing the County and the successful Vendor. The County reserves the right, in its sole discretion, to add, delete or negotiate additional terms and conditions to the attached sample contract.

During contract negotiations, the project team and selected vendor, in conjunction with County Purchasing and County Counsel, will finalize the Statement of Work, project plan and timeline, project costs, Terms and Conditions, etc. Upon successful completion of contract negotiations the Contract will be signed by all parties and will then be submitted to the County Board of Supervisors for final approval.

During the course of the project, the Vendor may be exposed to sensitive or confidential information regarding residents of the County of San Luis Obispo. Accordingly, Vendor and its employees may be subject to a background check and may be required to sign a confidentiality agreement, either prior to or concurrently with entering into a contract with County.

6 EXCEPTIONS TO THE RFP

All requested information in this RFP must be supplied. All exceptions should be clearly identified in the proposal Exceptions to the RFP section and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages and disadvantages to the County as a result of the exceptions. The County, at its sole discretion, may reject exceptions within the proposal.

7 PROJECT BACKGROUND

The Parks Division operates 29 different facilities that collect over 3.5 million dollars annually, and tracks and processes over 200 different associated fee categories. There are currently disparate outdated systems supporting Parks reservations and cash management processes with multiple park staff that use and operate the reservation system(s) daily.

The Parks staff book campsite reservations over the phone and in person. They also register arriving campers during business hours. Each day they perform a site check to verify campers in the park and to register campers that arrived after business hours. The registration process often results in modifications to the original reservation and the need to quickly make changes and handle the resulting refund or balance due.

A significant part of the Parks staff time involves dealing with campground and other types of reservations as well as the collection of day use entry fees for vehicles, boating, pets and the associated administrative and financial management.

7.1 PARKS RESERVATIONS BUSINESS FUNCTIONS (PROCESSES)

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The following table lists the campgrounds managed by Parks. Lopez Lake, Coastal Dunes and Santa Margarita Lake are equipped onsite to perform their own reservations. Because of Oceano campground's close proximity to Coastal Dunes its reservations are handled by the staff at Coastal Dunes campground. El Chorro campground reservations are generally managed offsite. One of the intents of the new reservation system is to offer flexibility with managing the reservations of a given site or reservable area in different locations.

The equipment referred to in the following table has the following characteristics:

- Credit card machines – Veritone VX570, Veritone OMNI5700
- Cash drawers – M-S EP-125K-BMA.
- Receipt printers – Citizen 3530 or 3550.
- Laser printers – HP Laserjet models 6P, HP Laserjet 2430dtn, HP Laserjet 2200. HP P2055, HP 2200
- PC workstations range Win2K, 128MB RAM with 20GB hard drive to Win 7

Table 3 – Campsite Facility and Equipment Overview

Item	Location	Campsites	Group Use Areas	Equipment	
1.	Lopez Lake	354	1	12 PC / workstations 3 printers 7 cash drawers Credit card machines	
2.	Coastal Dunes	232	0	8 PC / workstations 3 printers 3 cash drawers Credit card machines	
3.	Oceano Campground	22	0	n/a	
4.	El Chorro Regional Park	62	4	6 PC / workstations	
5.	Santa Margarita Lake	50	1 area 1 pool	5 PC / workstations 3 printers Cash registers (not drawers) Credit card machine	

PARKS RESERVATION SYSTEM**7.2 COUNTY PARKS – GROUP DAY USE**

The following table is intended to give a general idea of the number of group day use facilities that are managed by Parks.

Table 4 – Group Day Use Facility Overview

Item	Location	Group Use Areas	Other Reservable Areas
1.	Biddle Regional Park	5	2 Ball fields
2.	Cuesta Park	3	n/a
3.	C.W. Clarke Park	2	Pool (with tot pool) 2 Tennis Courts
4.	El Chorro Regional Park	4	Dog Park
5.	Hardie Park	1	Pool (with tot pool) 2 Tennis Courts
6.	Heilmann Regional Park	3	6 Tennis Courts
7.	Los Osos Community Park	2	2 Tennis Courts
8.	Nipomo Regional Park	3	4 Ballfields 4 Tennis Courts
9.	Oceano Community Park	1	n/a
10.	Paul Andrew Community Park	0	Playground, picnic tables
11.	San Miguel Park	1	Pool (with tot pool)
12.	Shamel Park	3	Pool
13.	Templeton Park	3	Pool (with tot pool)

7.3 COUNTY PARKS – OTHER RESERVABLE FACILITIES

The following table is intended to give a general idea of the other reservable areas that are managed by Parks and do not fall into the category of camping or group day use facilities. The same reservation system will be used for, camping, group day use and other miscellaneous reservable areas.

Table 5 – Other Reservable Areas

Item	Location	Reservable Areas
1.	Veterans Building	Main Hall Right Wing Lounge w/Kitchenette Kitchen w/BBQ
2.	Los Osos skate park	n/a
3.	Cayucos skate park	n/a
4.	Bob Jones bike trail	n/a

8. SYSTEM REQUIREMENTS

The project team has developed a consolidated set of requirements that will meet the needs of Parks personnel and also the needs of the Auditor to support cost accounting and revenue data management. These consolidated requirements form the basis of this RFP and will be used to evaluate and select a vendor to supply and deploy the new system as part of an implementation project.

8.1 PERFORMANCE FEATURES

The following is a list of performance features that will be required of the successful vendor's 100% web based reservation system. The County may, or, may not, require additional features at its discretion.

8.1.2 General Performance Features

- Reservation System must be easily customizable to the County's needs
- Must be a 100% web based system with data stored on private servers that are maintained by the vendor, or vendor representative, off site with the ability to back up all data collected by the county and hold it for county use, if, and when, needed
- Reservation program must be kept current as part of the annual service fee with seamless upgrades and customer support from the vendor to the satisfaction of the county
- All materials and costs associated with the on-going operation and updating of the system will be inclusive in an annual service fee with no additional or "hidden costs"

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- Must be compatible with available gateways that are PCI compliant
- User friendly for customers, administrators and finance staff

8.1.3 Customer Performance Features

- Flash maps, or equivalent maps, that are customizable with the ability to look at specific campsites showing distances to campground amenities
- Detail describing each facility, number of sites, dimensions, custom photos, type of site etc
- Interactive, user friendly reservation booking capabilities
- Real time reservations locked in with an adjustable time frame during booking
- Credit card payment options
- System provides a customizable campground rules validation by customers
- Provide confirmation of payment notice via email and hard copy
- Reservation check in with bar code capability
- User review of reservation(s) made at any time
- On line check in ability
- Show alerts for traffic, or special events

8.1.4 Administrative Performance Features

- Fee setting for each individual campsite, other reservable area, and items sold
- Check-in ability on line
- Role based security for different levels of access by multiple users
- Flash and text capabilities
- Complete administrative functions for every campsite, reservation area, and P.O.S. item
- Able to implement group discounts and multiple discounts simultaneously
- Ability to edit any promotional or other fee by dollar amount or percentage
- Ability to set up special codes, create vouchers and redeem coupons for discounts and promotions

- Set specific campground sites to camp hosts
- Integrated point of Sale (POS) system for the sale of various items
- Easily view all stays for specific campers (Camper History)
- Perform transfers of campers from one site to another
- Extend stays and charge different fees for specific days
- Track administrators actions within the system
- Process credit card payments, refunds and voids via the county e payment system
- Overall view showing campers locations in the campground(s)
- Track administrators drawer (in and out) throughout a given shift (breaks, lunch, errands)
- Must be able to add pets, vehicles, boats and other fee type items easily
- Make reservations and/or group reservations using a grid/calendar drag system
- Check verification capability such as TeleCheck or equal
- Real time reservations that are immediately reflected system wide
- Provide a printable parking permit that can be customized to the County Parks format
- Ability to have notes that are viewable when desired by administrator and/or customer
- Ability to print receipts standard register and letter size

8.1.5 Financial Reporting Performance Features

- Ability to input multiple fee schedules
- Split pricing by year ie. fees may go up mid-year
- Manage revenue codes for events, vehicle types etc
- Site closure capability
- Integrate reports into Excel seamlessly
- Reconciliation reporting
- Availability chart/report

- Park usage summary
- Occupancy report
- Sales report
- Customer summary
- Usage type report
- Transaction report
- Revenue report
- Customer detail report
- Reservations by site/campground/facility
- Visitor type by site
- Each web based report can be opened in real time in an Microsoft Excel format
- Reports must be able to be exported into a Microsoft Excel format – desirable to have the Excel report import into the County SAP accounting system
- Must adapt to local taxes by site

9 PROJECT OBJECTIVES, APPROACH, AND SCOPE

The overall objective of this project is to replace all of the existing disparate systems currently supporting Parks reservations and cash management processes with a single common 100 % web based system for all sites and activities.

As stated previously, the lead on this project is the Parks Division of the General Services Agency Department. The project manager is Larry Iaquinto, Parks Superintendent.

9.1 VENDOR RESPONSIBILITIES

The selected Vendor will:

- Provide a complete 100% web based reservation system capable of meeting the County Parks requirements and all modules, licenses, media and any other components required to configure, run, support and maintain the system as per the required features.
- Provide project management personnel to oversee the installation, configuration, training, testing, data migration, and implementation of the new system.
- Provide sufficient technical and project support personnel to perform the above activities, and provide on-going maintenance to the software reservation system included in the annual fee.

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- Provide system documentation including help files, manuals and media required to support system configuration, operations and maintenance procedures.

10. PROJECT GOALS

The primary goal of the Parks Reservation system project is to improve the efficiency and quality of work for managing Parks operations as described in this RFP.

- Improve customer service through a user friendly reservation system, reduce customer wait times and improve the customer experience.
- Reduce manual workload of County personnel, eliminate manual double-entry errors, reduce accounting and park staff reconciliation time.
- Improve operational efficiencies, with the ability to easily relocate personnel for improved operational flexibility.
- Improve quality of financial and operational data and statistics.
- Ensure customer data security and integrity.
- Increase revenues through the use of a web based comprehensive reservation system.

10.1 DESIRED STATE

- Provide a secure on-line reservation system for public customers using a credit card that will provide automated transactions and confirmations.
- Provide a system that allows Parks staff the means to manage reservations and to support sales and cashiering.
- Provide a system that allows General Services accounting staff the means to manage data transfer of deposits and other report data into SAP (County's accounting software) via exporting the reporting data into Microsoft Excel spreadsheets at a minimum, and ideally, being able to import the Excel spreadsheet data into the County SAP system.
- Provide a system that gives Parks management the ability to display and report on sales data and to report on historical facility usage trends to manage future projections.
- Provide a system that is compliant with providing information the Auditor-Controller's Office requires for cash handling policies and procedures, and that appropriately handles data to support financial reporting and cost plan development (Contact County Project Coordinator for details).

10.2 PROJECT TASKS

When responding to this RFP (as instructed in Section 0), Vendors should ensure that their proposed Project Plan includes the activities listed in **Table 6 – Parks Reservations Implementation Plan**. This is not necessarily a complete list – but it is indicative of the steps that will lead to a successful deployment of the new Parks reservations system.

PARKS RESERVATION SYSTEM

Vendors are strongly encouraged to examine this list and, based upon their experience of similar projects, identify and recommend changes or additions that may be necessary to achieve the goals and objectives of this project as set out in this RFP.

Table 6 – Parks Reservations Implementation Plan

Item	Project Task Description
1.	Develop deployment strategy
2.	Develop data model, business rules, fees, campsite and facility attributes and any other required elements for system configurable items.
3.	Develop data migration plan – data conversion and transfer methods, data retention and backup requirements,
4.	Develop training plan.
5.	Finalize project plan – tasks, resource planning and timeline.
6.	Install and configure system.
7.	Populate system with test data.
8.	Configure and test system.
9.	Train key user, system administration and technical personnel including training on performing system configuration and customization.
10.	Perform trial deployment and user acceptance testing (UAT) with key personnel.
11.	Update system configuration as required.
12.	Perform user training (all users).
13.	Perform data migration.
14.	Perform post-installation checks, clean-up, fine tuning, etc., as required.
15.	Perform post-project review and final system acceptance.
16.	Assist the County Project Manager in the on-going maintenance and execution of the Project Plan.

11. PROPOSAL SUBMISSION CONTENTS AND FORMAT

RESPONSE NOTE: Vendors (responders to this RFP) are encouraged to critically comment on and make any recommendations that will improve the quality of deliverables, reduce project risks, improve project efficiency, and contribute to more effectively attaining the Goals of the project.

However, the County also seeks to select a Vendor whose corporate methodologies, standards, and engagement approach and culture provides the best fit for the County.

PARKS RESERVATION SYSTEM

Vendors are required to base their responses on the information provided in this RFP, and by using their business knowledge and technical expertise with regards to similar projects in government environments, and their experience in achieving success.

Vendors are required to follow the format specified in this section of the RFP. Non-conformance to this designated format may be considered grounds for disqualifying proposals. Specifically:

- Vendors may copy and paste sections of this document to facilitate the creation of their responses, however:
- Vendors shall provide clear, concise, and reasonable responses. Vendors must not postpone a response. "Vendor ABC would be happy to discuss this at a later time" is an example of a postponed response.
- Vendors' proposals must be consistent with the structure and terminology used in this RFP. If provided, Vendors must use the files enclosed with the RFP and the prescribed format to submit its proposal. The County will not accept any other format.
- Vendors must provide complete answers in response to all questions and statements where so indicated in the remainder of this Section.
- Vendors must respond to this RFP *using the same numbering scheme* for easy reference and evaluation. Where questions are contained in Tables, the answers must be indexed by both Table Number and Question Number.
- Any responses not in the number of copies specified and in the format specified in the cover letter of this document will be removed from consideration at the sole discretion of the County of San Luis Obispo.
- Any responses not received at the time, date, and location specified in the RFP Instructions- will be removed from consideration at the sole discretion of the County of San Luis Obispo.
- Non-submission of any of the requested information, unless stated otherwise, may disqualify Vendors' proposal from further consideration by the County of San Luis Obispo.

11.1 EXECUTIVE SUMMARY

Include an Executive Summary in your response. This part of the response should be limited to a brief narrative highlighting your proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company may have over your competitors.

11.2 UNDERSTANDING OF SCOPE OF PROJECT

Include a statement of your understanding of the requested project scope. Such understanding shall represent the Vendor's expert knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFP.

PARKS RESERVATION SYSTEM**11.3 STATEMENT OF COMMITMENT**

Vendors must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- A statement that your company will perform the services, provide the equipment if applicable, and abide by the terms and conditions stated in the Request for Proposal and Vendors Response.
- A statement that you agree to the Terms and Conditions specified in **Appendix A – Sample County Contract**.
- A specification of who should be contacted in follow-up to your response along with their contact information.

11.4 COMPANY BACKGROUND

Vendors must provide their response to the statements and questions in **Table 7 – Company Background Questionnaire**. Answers must be indexed by Table Number and Question Number.

Table 7 – Company Background Questionnaire

Item	Description of Required Response
1.	Name of company.
2.	Name of parent company if applicable.
3.	Company website address.
4.	Number of years your company has been in business.
5.	Is your company registered with the California Secretary of State to do business in California?
6.	Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
7.	Gross revenue for the prior fiscal year (in US dollars). Provide in parenthesis () the percentage of gross revenue generated by Consultancy assignments similar to that described in this RFP.
8.	Is your organization anticipating any expansion or re-organization within the next year or two? If yes, please describe this.
9.	How many employees are in your company? In the State of California?
10.	How many employees are available to work with customers in the role of technical support and project support for systems implementation on a size and scale similar to this project?

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Item	Description of Required Response
11.	<p>It is a requirement that the primary Vendor assumes sole responsibility and is the single point-of-contact for system support, maintenance and upgrades.</p> <p><i>If you're proposed solution is made up of products and/or components from other companies or if it is in alliance with any company that develops or sells components of the proposed systems, please identify the components and partners. Also indicate how each and every such component of the system will be integrated, tested, deployed and supported.</i></p>

11.5 TABLE OF FEES

The system will be required to support fees as a user-configurable item, e.g. doesn't require programming intervention or modification of the underlying program source code. Vendors are required to indicate in their response as to whether their system will support this or not.

11.6 PARTNERS AND ALLIANCES

Vendors will not be permitted to partner and/or form alliances with other vendors to propose a complete solution to the County. Vendor submitting the proposal ***must be the single point of contact and control and bear all contractual responsibility for such an arrangement.***

11.7 REFERENCES

Provide **three** customer references including contact information, project manager, date and a brief overview of the project.

References relating to similar types of Public Sector projects are preferred.

11.8 COST PROPOSAL

The proposed project costs must be quoted according to the following instructions and format. The following table is not intended to imply any expectation as to budget, quantity, or price.

Table 8 – Cost Proposal

Quantity	Item Description	Unit Cost	Amount
Proposed Professional Services			
	<i>Parks Reservations System Supply and Implementation</i>	\$	\$
	Licensing costs (e.g., number of users, seats, servers, sites, etc.)	\$	\$

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	Project Management costs (including project office support)	\$	\$
	Professional Services costs (functional and technical, system customization). This will include all mandatory items in the Proposal Submission Contents and Format that are not included in the standard system configuration costs indicated above.	\$	\$
	Training costs	\$	\$
	Documentation costs	\$	\$
	Annual support and maintenance costs (1 st year)	\$	\$
	Total System Implementation Cost	\$	\$
Please incorporate all travel and personal expenses into the fixed-bid amounts above			
	Insurance Fee to Comply with County General Conditions	\$	\$
County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor's income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity in connection with any services or software provided by Contractor to County.			
TOTAL COST PROPOSAL		\$	\$

11.9 EXCEPTIONS TO THE RFP

As indicated in **Section 0** above Vendors are required to list and explain any exceptions they may have to this RFP.

11.10 VENDOR'S MATERIAL AND ADDITIONAL INFORMATION

Use this section to include any other information you would like the County of San Luis Obispo to take into consideration when evaluating your proposal (e.g. staff resumes, White Papers, Testimonials, etc).

Appendix A

SAMPLE CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into this ____ day of ____, 20__, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and _____ an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the County of San Luis Obispo has need for special services and advice in [INSERT ONE OF THE FOLLOWING: financial, economic, accounting, engineering, legal, medical, therapeutic, administrative, architectural, airport or building security matters, laundry services or linen services]; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services: [DESCRIBE SPECIFICALLY AND IN DETAIL].

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of \$[AMOUNT: USE EITHER A LUMP SUM OR A SUM PER MONTH, WEEK, HOUR, ETC.], within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

3. **Billing.** Contractor shall submit to the County, on a [Period: e.g. MONTHLY, BI-WEEKLY] basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed.

4. **Term of Contract.** This Contract shall commence on [DATE], and shall terminate on [DATE], unless said work is completed on a date prior thereto or unless terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

ALTERNATIVE PARAGRAPH: This Contract shall commence on [DATE], for an initial term until [DATE], and shall be automatically renewed under like terms for one (1) year periods thereafter, subject, however to the rights of modification contained herein and the provisions of paragraphs 5 and 6.

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5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party [NUMBER] days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. **Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County or if [ANY ADDITIONAL REASONS], then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

7. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

8. **Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

9. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

10. **Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be

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determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

11. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. Employment Status. Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

13. Warranty of Contractor. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

14. Indemnification.
See RFP# 1177 page 5, item 5d.

15. Insurance
Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall

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include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

(Contact Risk Management for variation of insurance requirements for large or small contracts that may not fit the standard insurance requirements)

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (“CGL”)**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein “ISO”) Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations; and,

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor’s work under this Agreement.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY (“BAL”)**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 “Any Auto” (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. **WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE POLICY (“WC/EL”)**

This policy shall include at least the following coverages and policy limits:

1. Workers’ Compensation insurance as required by the laws of the State of California; and
2. Employer’s Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein “BI”); one

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million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. **[OPTIONAL] PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")**

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days

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prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);

- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. **ABSENCE OF INSURANCE COVERAGE**

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and affect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, A.M. Best Rating of "A-FSCVII" or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

List County Department & Contact

16. **Records.**

- a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.
- b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.
- c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

[ALTERNATE PARAGRAPH]**17. Accounting.**

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County and _____ for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

18. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

and to the Contractor:

19. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such

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documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

20. Reports. [OPTIONAL PARAGRAPH INCLUDED IN ALL DSS CONTRACTS]. Written reports shall be submitted monthly by Contractor to County by the 10th day of each month succeeding the month within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding months, and the manner in which all conditions and specification of the contract are being met, plus any problems anticipated in performing said work in the future.

21. Copyright. [OPTIONAL PARAGRAPH]. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

22. Findings Confidential. [OPTIONAL PARAGRAPH]. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

23. Performance Bond. [OPTIONAL PARAGRAPH]. At the time of execution of the Contract, the Contractor shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the Contract price to guarantee the performance of the Contract.

24. Restrictive Covenant. [OPTIONAL PARAGRAPH]. Contractor agrees that he will not, during the continuance of this Contract, perform or otherwise exercise his services in any manner or place except for the County, unless and until said County waives this restriction.

25. Equipment and Supplies. [OPTIONAL PARAGRAPH]. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

26. Completed with FED LAW. For all DSS contracts over \$10,000 the contractor shall comply with Section 106.

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IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren R. Jensen
County Counsel

By: _____
Deputy County Counsel

Date: _____

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on
_____, 20__

ATTEST:

Clerk of the Board of Supervisors

CONTRACTOR:

Title: _____

Date: _____

State of California
County of _____

On _____ before me, _____ personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____